

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION

DAKOTA HOLT,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION
v.	)	
	)	FILE No. 4:20-cv-00263-MHC
NAYOSHA INC.,	)	
	)	
Defendant.	)	

**JOINT STIPULATION TO APPROVE CONSENT DECREE**  
**AND TO DISMISS WITH PREJUDICE**

Plaintiff, Dakota Holt (“Plaintiff”) and Defendant Nayosha Inc., (“Defendant”) (collectively, the “Parties”) hereby file the foregoing Joint Stipulation seeking the Court’s Approval of the Parties’ Consent Decree and to Dismiss the instant matter with Prejudice. In support thereof, the Parties show the Court as follows:

1. Plaintiff filed the instant cause of action alleging that a certain Facility and Property owned and/or operated by Defendant (as defined in Plaintiff’s Complaint, Doc. 1) violated Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*
2. The matters raised by Plaintiff’s Complaint have been resolved in

accordance with the Consent Decree (“Agreement”) attached hereto as Exhibit “A.”

3. The Consent Decree attached to the foregoing Stipulation as Exhibit A represents an agreement in which Defendant has undertaken to modify the Facility and Property at issue in this case to conform to the 2010 ADAAG standards to the maximum readily achievable extent, promoting wheelchair accessibility for disabled individuals, and is in the public interest. “District courts should approve consent decrees so long as they are not unconstitutional, unlawful, unreasonable, or contrary to public policy.” *Stovall v. City of Cocoa*, 117 F.3d 1238, 1240 (11th Cir. 1997).

4. As such, Plaintiff has in part brought this action in the interest of similarly situated disabled persons in his community, and the Parties have entered the Agreement with the intent of precluding unnecessary and duplicative future litigation concerning the same claims. *See Harty v. Ehden, N.V.*, 2012 WL 2312044 (S.D. Fla. 2012).

5. In accordance therewith, the Parties request that the Court review, approve and ratify the Agreement.

6. Additionally, the Parties request the Court retain jurisdiction to enforce the terms of the Agreement. *See American Disability Ass'n, Inc. v. Chmielarz*, 289 F.3d 1315, 1320 (11<sup>th</sup> Cir. 2002) (“[I]f the district court either incorporates the terms of a settlement into its final order of dismissal *or* expressly retains jurisdiction to

enforce a settlement, it may thereafter enforce the terms of the parties' agreement”).

7. This Agreement is conditioned upon the Court’s retaining jurisdiction to enforce said Agreement.

8. As part of the Agreement reached between the Parties, they have agreed to dismiss this case with prejudice. Accordingly, the Parties request, upon the Court’s review, approval and ratification of the Agreement, that this action be dismissed with prejudice.

9. Except as otherwise stated in the Agreement, each party shall bear their own fees and costs.

WHEREFORE, the Parties respectfully request that the Court enter an Order approving the attached Agreement, dismissing the claims asserted by Plaintiff against Defendant with prejudice, and retaining jurisdiction to enforce the Agreement.

Dated: February 5, 2021.

Respectfully submitted,

/s/Craig J. Ehrlich

Craig J. Ehrlich

Georgia Bar No. 242240

The Law Office of Craig J. Ehrlich, LLC

1123 Zonolite Road, N.E., Suite 7-B

Atlanta, Georgia 30306

Tel: (404) 365-4460

Fax: (855) 415-2480  
craig@ehrlichlawoffice.com

/s/Joseph B. Atkins  
Joseph B. Atkins  
Georgia Bar No. 026715  
Downey & Cleveland, LLP  
288 Washington Avenue  
Marietta, Georgia 30060-1979  
Tel: (770) 422-3233  
Fax: (770) 423-4199  
Atkins@downeycleveland.com

**CERTIFICATE OF SERVICE**

I certify that on February 5, 2021, I filed the within and foregoing Stipulation to Approve Consent Decree and Dismiss with Prejudice using the CM/ECF System for the federal District Court for the Northern District of Georgia, resulting in a true and correct copy of the same to be served via electronic mail as follows:

Joseph B. Atkins, Esq.  
Downey & Cleveland, LLP  
288 Washington Avenue  
Marietta, Georgia 30060-1979  
Fax: (770) 423-4199  
Atkins@downeycleveland.com

/s/Craig J. Ehrlich  
Craig J. Ehrlich

**CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 5.1**

The undersigned hereby certifies that the foregoing document has been

prepared in accordance with the font type and margin requirements of Local Rule 5.1 of the Northern District of Georgia, using a font type of Times New Roman and a point size of 14.

/s/Craig J. Ehrlich  
Craig J. Ehrlich